

**BERGEN COUNTY SPECIAL SERVICES SCHOOL DISTRICT
SERVICES AGREEMENT**

THIS AGREEMENT is made as of the _____ day of _____ 2015, by and between the Board of Education of (hereinafter referred to as "Local Education Agency" or "LEA"), having offices at

New Jersey, and the Board of Education of Bergen County Special Services School District (hereinafter referred to as "BCSSSD"), having offices at 327 E. Ridgewood Avenue, Paramus, New Jersey.

WHEREAS, the LEA is a body corporate organized under the laws of the State of New Jersey pursuant to N.J.S.A. 18A: 10-1.

WHEREAS, the BCSSSD is a body corporate organized under the laws of the State of New Jersey pursuant to N.J.S.A. 18A:46-29.

WHEREAS, the LEA is required by law to provide remedial and auxiliary services to eligible students attending non-public schools within the public school district served by the LEA. N.J.S.A. 18A:46-19.1, et seq. (Laws of 1977, Chapter 193); N.J.S.A. 18A:46A-1, et seq. (Laws of 1977, Chapter 192).

WHEREAS, the LEA is empowered by law to contract with another agency to provide the remedial and auxiliary services required under Chapters 192 and 193 of the Laws of 1977 pursuant to N.J.S.A. 18A:46A-1 through N.J.S.A. 18A:46A-17.

WHEREAS, the BCSSSD is empowered by law to contract with the LEA to provide the remedial and auxiliary services herein referenced pursuant to N.J.S.A. 18A:46-19.7 and N.J.S.A. 18A:46A-7.

WHEREAS, the LEA and the BCSSSD hereby agree that the BCSSSD will provide those remedial and auxiliary services set forth in N.J.S.A. 18A:46-9 et seq., and N.J.S.A. 18A:46A-1, et seq., which services shall be limited to examination, classification, speech correction, as well as the instruction, evaluation and the necessary equipment, supplies, administration and supervision inherent in providing English as a second language instruction, supplemental instruction, home instruction and compensatory education instruction, as appropriate, to eligible, New Jersey resident students attending non-public schools within the public school district for which the LEA is responsible.

1. The remedial and auxiliary services provided in accordance with this Agreement are those services provided to eligible pupils attending eligible non-public schools located within the local district for which the LEA is responsible.
2. The remedial and auxiliary services to be provided in accordance with this Agreement will be provided only to those pupils who would be eligible for such services if they were enrolled in the public schools of this State.

3. The Services to be provided by BCSSSD shall be those services checked below:

Compensatory Education _____

English as a Second Language _____

Home Instruction _____

Examination & Classification _____
Annual Review

Speech Correction _____

Supplemental Instruction _____

Maintenance/Vehicular Classrooms _____

4. BCSSSD will offer each non-public school served by this Agreement up to the following maximum time allotments of service.

Compensatory Education	Up to one (1) 40 minute period per week*
English as a Second Language	Up to one (1) 40 minute period per week*
Examination & Classification	All services deemed necessary by the Basic Child Study Team
Annual Review	All services deemed necessary by the Basic Child Study Team
Speech Correction	Up to one (1) 40 minute period per week*
Supplemental Instruction	Up to one (1) 40 minute period per week*

* Subject to amendment by the parties should State allocation make this service level impractical.

5. The fees for services provided by BCSSSD shall be set forth in Schedule A attached hereto and made part of this Agreement.
6. The Billing and Payment Procedures are as follows:
- The LEA agrees to monthly payment of 10% of the fee by the 15th of the month, September 2015 through June 2016, of the amount, which is equal to the full funding that, is allocated by the State Department of Education, under the provisions of Chapters 192 and 193. BCSSSD will submit a claimant certification in the amount of the total annual funding on or about August 15 for payments to the BCSSSD. The claimant's certification shall be processed as an annual purchase order and payable in ten (10) installments. In the event a funding allocation is changed at any time during the year, the LEA shall forward the funding amount until such time as the BCSSSD forwards an updated billing statement. The LEA also agrees to accept any changes in billing and collection procedures that are provided in any revisions of statutes, regulations or Department of Education procedures. The maximum amount permitted to be charged shall be set in accordance with appropriate State Guidelines.

- b. The forwarding of the allocated funds to BCSSSD by the LEA is of utmost importance in order for the BCSSSD to meet its obligations in a timely manner. In the event the LEA fails to forward the necessary funds within 30 days of billing, BCSSSD shall have the right to discontinue services without further notice.
 - c. A report of services will be forwarded to the LEA during the month of October for the period of September-October 15th. In addition, the final project completion report(s) will be completed by the LEA and verified by the BCSSSD.
7. BCSSSD teachers will begin the week of September 14, 2015.
8. Trailers and mobile classrooms used for instruction will be approved by the appropriate agencies and offices in accordance with applicable statute and code and operated in accordance with State Law, rules and regulations governing such units.
9. The LEA agrees to allow BCSSSD to act as its agent in the distribution, collection, processing and preparation of all forms, including the 407 series, promulgated and required by the State Department of Education for the mandated auxiliary and remedial services. All forms required to implement services under Chapter 192 and 193 will be sent directly to BCSSSD by the non-public schools. The parties recognize that the reporting and form completion requirements may be changed from time to time. The parties agree to cooperate in completing all documents, which may be required by appropriate statutes and regulations.
10. Student and service verification will be provided to the LEA by the use of student printouts and original 407-1 forms or other appropriate forms. Student's printouts will also be issued to the Administrators of non-public schools. The printouts will indicate the names of students by district, school and services provided.
11. All 407-1 forms will be submitted to the 192-193 Office of BCSSSD by the school administrator of the non-public school. The 192-193 Office will check the form for proper information and send a copy to the Superintendent of the LEA in which the non-public school is located. In June, the bottom portion of the form will be completed by the 192-193 Office and forwarded to the LEA. An additional copy of the Home Instruction and Supplemental Instruction form will be sent to the LEA so they may forward same with their Project Completion Report.
12. During the period of this Agreement, all teachers will be appropriately observed and evaluated by BCSSSD supervisory staff. Administrators of the LEA and non-public schools are encouraged to accompany BCSSSD personnel on their visits to non-public schools.
13. In addition to ongoing communications, which will be mailed to the Administrators of the LEA and the non-public schools, BCSSSD will conduct regular scheduled public and non-public advisory meetings as a means to communicate with school administrators to update the program and to receive input regarding program needs and problem solving.

14. Terms of this Agreement shall be in effect from July 1, 2015 through June 30, 2016.
15. This Agreement may be terminated by either party upon 90 days written notice to the other party.
16. This Agreement represents the entire Agreement between the parties and is not subject to amendment or modification unless said amendment or modification is in writing and signed by both the LEA and BCSSSD.
17. Any notices required by this Agreement, or the amendment or modification thereof, shall be in writing and delivered to the other party via regular and certified mail, return receipt requested. The date of deposit of any notice in a United States Post Office or Post Office Box with all postage prepaid shall be deemed the date of delivery thereof.

Notices forwarded to the LEA shall be addressed as follows:

Notices forwarded to BCSSSD shall be addressed as follows:

Bergen County Special Services School District
327 East Ridgewood Avenue
Paramus, NJ 07652

The Board of Education of _____
and the Board of Education of the Bergen County Special Services School District have, by resolution, authorized their respective Superintendents/Business Administrators to set their signatures and affix their seals upon the within document to memorialize the Agreement of the parties.

BOARD OF EDUCATION OF THE DISTRICT OF

Approved _____
Superintendent/Business Administrator Date

**BOARD OF EDUCATION OF BERGEN COUNTY SPECIAL SERVICES
SCHOOL DISTRICT**

Approved _____
Superintendent Date

Approved _____
County Superintendent Date

SCHEDULE A

Compensatory Education	\$	**
English as a Second Language	\$	**
Home Instruction	\$	**
Examination & Classification	\$	**
Annual Review	\$	**
Speech Correction	\$	**
Supplemental Instruction	\$	**
Maintenance / Vehicular Classrooms	\$	**

** Rates to be determined by New Jersey Department of Education.